



AGREEMENT

BETWEEN

TRANSPORTATION SECURITY ADMINISTRATION (TSA)

AND

___ Airport Authority

Relating to

___ Airport
(acronym)

Negotiated by the TSA pursuant to Aviation and Transportation Security Act, Pub. L. 107-71,
115 Stat. 597, 49 U.S.C. 114(m)(1), and 106(l)(6)

AGREEMENT NUMBER HSTS04-__-H-CT___



Transportation
Security
Administration

OTHER TRANSACTION AGREEMENT

OTA NUMBER		REQUISITION NUMBER	
HSTS04-__-H-CT__ Modification Number:		_____	
ISSUED TO		ISSUED BY	
Name & Address: _____ DUNS: _____		Name & Address: Transportation Security Administration 701 South 12 th Street Arlington, VA, 20598 Email: CO's email	
PROGRAM TITLE			
Program: Advanced Surveillance Program (ASP) Period of Performance: Period of ____ from the effective date. NAICS: 238210 PSC: S211			
FISCAL DATA			
Accounting Lines: _____ Obligated: \$ _____			
PURPOSE			
The purpose of this Other Transactional Agreement (OTA) with the ____ Airport Authority is for _____			
AUTHORIZED SIGNATURES			
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.			
Participant's Signature _____ Date _____		Contracting Officer's Signature _____ Date _____	
_____ TYPED NAME AND TITLE		_____, Contracting Officer _____ TYPED NAME AND TITLE	

ARTICLE I – PARTIES

This Other Transaction Agreement (hereinafter referred to as “Agreement” or “OTA”) is entered into between the United States of America (hereinafter referred to as the “Government”) Transportation Security Administration (hereinafter referred to as “TSA”) and the ___ Airport Authority (hereinafter referred to as the “Authority”). The TSA and the Authority agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

ARTICLE II - AUTHORITY

TSA and the Authority enter into this Agreement under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 114(m), and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE III –PURPOSE AND SCOPE

A. Purpose of this Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the Authority will install, integrate and operate an expansion of its closed circuit television system (hereinafter referred to as the “Security System”) and the terms and conditions for the shared use of this system at the ___ Airport (hereinafter referred to as “___”). The Security System herein is defined as the Authority’s closed circuit television (CCTV) systems and associated hardware and storage equipment, as well as associated electrical, cabling, and support facilities that will be monitored at ___. The objective of the Agreement is to provide greater surveillance at ___, to include surveillance of TSA security checkpoints to enhance security, aid in the speedy resolution of claims, and assist in resolution of law enforcement issues. There is no intent to create a separate system for TSA use.

ARTICLE IV – RESPONSIBILITIES

1.0 Installation, Maintenance, and Operation

1.1 The Authority shall design, purchase, install, operate and maintain expanded/enhanced Security System equipment that meets the requirements set forth in this Agreement. Sufficient equipment shall be installed to provide for the views requested by the local TSA and agreed upon by the Authority.

1.2 TSA will contribute to the cost of the system expansion as set forth in Article VII, below. The Authority agrees to use such funds to perform the obligations outlined in Article IV. Any funding required to complete the project that is in excess of the funding provided by the TSA as set forth in Article VIII, below, shall be resolved pursuant to Articles XI and XII.

1.3 The Authority will be responsible for all maintenance and repairs of the Security System as expanded. Maintenance and repairs shall be performed in a reasonable fashion and with the same level of effort as the other airport security systems. The Authority shall own and hold title to the Security System.

1.4 The Authority shall provide for storage of all data from the Security System covering the TSA checkpoints, baggage screening areas, and other areas as mutually agreed for a minimum of thirty (30) days.

1.5 The Security System shall maintain an accurate time and date. This should be synced to an accurate time source.

1.6 To meet TSA reporting requests, the Authority shall provide:

- a) Milestone schedule for the Authority's procurement process
- b) Contractor's execution schedule when available
- c) Monthly progress reports to the TSA.

1.7 The Authority must affirm they have a system use policy consistent with TSA's "Surveillance System Usage Policy Guidance" and all users of the system are subject to that policy, as the Office of Security Capabilities Advanced Surveillance Program (ASP) division uses this contractual vehicle to establish an agreement between the TSA and the Authority. The agreement is continued with an ongoing operational agreement, a Memorandum of Understanding (MOU), between the TSA and the Authority.

During the course of the project and prior to completion/closeout, the TSA and the Authority shall develop a MOU. The MOU will document the specific agreement for surveillance system operations, rules of use and engagement, and all other aspects related to the use and maintenance of the system. This should include considerations to protect the privacy rights of the general public, integrity of the system, and validation that the system is maintained and operating as required to meet the requests as indicated in the Requirements Document. ASP staff will work with the Authority and the TSA to aid in the development of the MOU and provide appropriate samples of completed MOUs based on the size and complexity of the surveillance system.

1.8 The National Environmental Policy Act (NEPA) requires the following questions to be answered. Airports should comply with the law and are requested to provide their answers to the Contracting Officer's Representative (COR) via email within 15 days after execution of this Agreement:

1. Are you aware of NEPA & Historic Preservation reviews or the respective State Historic Preservation Officer (SHPO) evaluations done on the property? If so, can you obtain copies and forward them with your response.

2. Where will the equipment be located (i.e. baggage, checkpoint, perimeter, or control center)?

- a. Approximately, how many cameras are involved with this project?
- b. What structures are the cameras placed on?
- c. How large are the cameras?
- d. Will lighting be required if perimeter security is involved?

3. Are there proposed construction activities associated with this effort (e.g. taking down/putting up walls, etc.), if so, is the Authority paying for these costs or is it included in the Agreement?

1.9 The Authority will establish and provide Project Milestones to the TSA that allow objective measurement of progress toward completion. Project Milestones will be provided to the TSA COR via

email within 30 days after execution of this Agreement. TSA maintains the right to identify the milestones to be tracked.

2.0 CCTV Access and Control

2.1 Any and all requests for CCTV media received by the Authority that pertain to TSA passenger and baggage screening operations shall be coordinated with the local TSA Representative for a Sensitive Security Information (SSI) review in accordance with 49 C.F.R. § 1542.101(c) and 49 C.F.R. § 1520.9(a)(3) and the parties' separate agreement related to SSI review.

2.2 The Authority shall be the owner and custodian of the Security System as well as any video media generated from the system and will secure all media at all times pursuant to 49 C.F.R. § 1542. Consistent with the parties' separate agreement related to SSI review, access to all data output with potential SSI information will be limited to the Authority, law enforcement agencies and TSA personnel with a need to know in order to operate the system or for law enforcement and security purposes. Video output from cameras that do not contain SSI can be distributed as needed to airlines, tenants and other requesting parties in accordance with Authority policy and _____ (add state) law. No part of this provision shall be construed to limit the ability of the Authority and TSA personnel to access the above-referenced media for the purpose of conducting any administrative or criminal investigation. Upon written request and approval by the Authority, TSA will be provided copies of the data produced for law enforcement investigations, national security investigations, or other administrative investigations, training, or for quality control purposes.

B. Type of Agreement

This Agreement is an "other transaction authority" agreement authorized by 49 U.S.C. § 106(l) (6) and is not a procurement contract, grant or cooperative agreement. It is not intended to be, nor shall it be construed as creating a partnership, corporation, or other business organization.

ARTICLE V - EFFECTIVE DATE AND TERM

The effective date of this Agreement is the date on which it is signed by appropriate representatives for TSA and the Authority, and shall be the date of the last signature ("Effective Date"). The Agreement shall be in effect for a period of ____ from the effective date.

ARTICLE VI – ACCEPTANCE AND TESTING

Prior to release of final payment, which shall be no less than ten percent (10%) of the total Agreement funded value, the TSA will review the performance of the Security System and determine whether the system conforms to TSA requirements according to the terms of this Agreement.

ARTICLE VII - FUNDING AND LIMITATIONS

1.0 TSA will provide funding to the Authority in an amount not to exceed \$____. Funds in the amount of \$____ are hereby obligated and made available for payment for performance of this Agreement. Expenses incurred in executing the work identified herein are chargeable to:

Accounting Lines:

2.0 The Authority will provide all necessary maintenance and repairs for the Security System.

3.0 In the event of termination or expiration of this Agreement, any TSA funds that have not been spent or incurred for allowable expenses prior to the date of termination and are not reasonably necessary to cover termination expenses will be returned and/or de-obligated from this Agreement.

4.0 TSA's liability to make payments to the Authority is limited to the amount of funds obligated and available for payment hereunder, including written modifications to this Agreement.

5.0 Prior to release of the final payment, which will be no less than ten percent (10%) of the total Agreement funded value, TSA will review the performance of the Security System and determine whether the system conforms to TSA requirements according to the terms of this Agreement. Under no circumstances will TSA be liable for (1) interest charges; (2) any profit to the Authority or (3) costs incurred by the Authority or its subcontractors or agents to perform work not in compliance with the TSA requests in this Agreement. The TSA Contracting Officer has the right to recoup any payments made to the Authority if the TSA Contracting Officer determines that the invoices exceed the actual costs incurred, or if the effort substantially deviates from the TSA requests in this Agreement.

ARTICLE VIII – BILLING PROCEDURE AND PAYMENT

A. Payment / Performance Provisions

Payment by TSA is conditioned upon receipt by TSA of an invoice identifying project costs that have been incurred. The United States Coast Guard Center performs the payment function on behalf of the TSA. System for Award Management Registration is mandatory for invoice payment; for further information, please refer to <http://www.sam.gov>

B. Invoicing

Invoices shall be submitted at least every sixty (60) days, but not more frequently than every thirty (30) days. Attached to the invoice shall be receipts or other documentation for the work performed, with all appropriate identifications indicating that the obligations have been paid in full. Invoices shall specify the vendor, services provided, and products delivered. Invoices must be submitted to TSA at the billing address identified below, with a copy of each request for payment sent to the TSA program office via e-mail at OST_ASP_Video_Surveillance@tsa.dhs.gov, Contracting Officer Representative and Contracting Officer as identified in Article X, below.

Billing Address:

United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111
Chesapeake, VA 23327-4111

The Authority invoice format is acceptable. However, the invoice shall, as a minimum, include the following:

1. Agreement Number – HSTS04-__-H-CT____
2. Invoice Date
3. Invoice Number
4. Name and Address of the Authority Requesting Fund Disbursement
5. Point of Contact, with Address, Telephone, Fax and E-mail Contact Information
6. Tax Identification Number
7. Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA
8. Total Amount of Funds Requesting to be Disbursed by TSA
9. Electronic Funds Transfer (EFT) Banking Information (If Applicable)
10. Remittance Address
11. Certification of Requestor, including the following language: *This is to certify that the incurred costs billed were actually expended in furtherance of this Agreement, and we understand that intentional falsification of the information contained herein may be subject to civil and criminal penalties under applicable federal laws and/or regulations.*
12. Signature of Requestor's Authorized Representative with Date
13. Name and Address of the Authority's facility

Notwithstanding any other payment clause in this Agreement, the Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this clause are calendar days, unless otherwise specified.

ARTICLE IX - AUDITS

TSA shall have the right to examine or audit relevant financial records related to the Advanced Surveillance Program for ___, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. The Authority shall maintain: project records, technology maintenance records, and data associated with this Advanced Surveillance Program while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the "Disputes" provision in Article XI regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, "records" includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to this OTA.

The Authority shall also maintain all records and other evidence sufficient to reflect costs claimed to have been incurred in the purchase of technologies allowed in the Advanced Surveillance Program. The Contracting Officer, Contracting Officer's Representative, or the authorized representatives of these officers shall have the right to examine and audit those records at any time. This right of examination shall include inspection at all reasonable times at ___ offices directly responsible for managing the Advanced Surveillance Program.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This article shall not be construed to require the Authority, or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

ARTICLE X – AUTHORIZED REPRESENTATIVES

TSA Contacts:

Contracting Officer (CO)

Transportation Security Administration
Office of Acquisition, TSA-25
701 South 12th Street
Arlington, VA 20598-6025
Telephone: 571-227-_____
E-mail: _____@tsa.dhs.gov

Contract Specialist (CS)

Transportation Security Administration
Office of Acquisition, TSA-25
701 South 12th Street
Arlington, VA 20598-6025
Telephone: 571-227-_____
E-mail: _____@tsa.dhs.gov

Contracting Officer Representative (COR)

Office of Security Capabilities, TSA-16
Transportation Security Administration
701 South 12th Street
Arlington, Virginia 20598-6016
Telephone: 571-227-_____
E-mail: _____@dhs.gov

_____ Airport Contacts:

Federal Security Director

Transportation Security Administration
_____ Airport

Telephone: _____
Email: _____@tsa.dhs.gov

Federal Security Director Technical Representative

Name _____
_____ Airport
Address _____
Telephone: _____
Email: _____@tsa.dhs.gov

Authority

_____ Airport
Address _____
Phone: _____
Email: _____

The COR is responsible for the technical administration and liaison of this Agreement. The COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. The Authority will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the Authority as a change in scope or liability to either party.

ARTICLE XI - LIMITATIONS ON LIABILITY

- A. Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above..
- B. The Authority has the affirmative duty to notify the TSA Contracting Officer in the event that the Authority believes that any act or omission of a TSA agent or employee would increase the Authority's costs and cause the Authority to seek compensation from TSA beyond TSA's liability as stated in Article IV (Responsibilities), or Article VI (Funding And Limitations). Claims against either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If the Authority receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the Authority must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.
- C. In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

D. No third party shall assert any rights under this Agreement unless expressly provided herein.

ARTICLE XII - DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of the Authority. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the Authority or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations the Authority may submit the dispute to the Deputy Administrator for Acquisition. If the decision of the Deputy Administrator for Acquisition is unsatisfactory, the decision may be appealed the TSA Assistant Administrator for Acquisition. The parties agree that the TSA Assistant Administrator for Acquisition's decision shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

ARTICLE XIII - WARRANTIES

Both parties make no express or implied warranties as to any matter arising under this Agreement, or as to the merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE XIV - TERMINATION

A. In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than performance of obligations accrued on or prior to the termination date) by giving the other party at least thirty (30) days' prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment.

B. If the Authority exercises its right under Paragraph A of this Article to withdraw voluntarily from the project, the Authority agrees to reimburse the United States Government for all monies disbursed to it under this Agreement. If the Authority has not qualified for any or all of the disbursements provided for in Article VIII paragraphs A and B, the Authority may petition TSA for such funding.

ARTICLE XV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of the Authority. The modification shall cite the subject provision to this Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

Reasonable administrative modifications such as changes in accounting lines, address changes, name of the TSA Contracting Officer, etc. may be issued unilaterally by TSA.

ARTICLE XVI - CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this Agreement.

ARTICLE XVII - PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

A. RELEASE OF TECHNICAL DATA

No information, oral or written, concerning the scope of this Agreement, shall be published or released to the public without the prior written approval of the TSA Contracting Officer.

B. RECORDS AND RELEASE OF INFORMATION

All Sensitive Security Information (SSI), as defined in 49 CFR Part 1520, shall be handled in accordance with that regulation and TSA policies. All members assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information. SSI may not be disclosed except in accordance with the provisions of that rule.

C. MEDIA

All media releases and other contact with or by media related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer.

(End of term)